



## **Request for Qualifications**

**Issued April 17, 2024 by the Cook County Land Bank Authority for:**

# **Landscape Maintenance Services**

**Background on the Cook County Land Bank Authority:** The CCLBA was established via Ordinance by the Cook County Board on January 16, 2013. The CCLBA is the largest geographic land bank in the country covering 946 square miles, encompassing 130 municipalities and 5.1 million people and is the first single purpose entity in Cook County to focus solely on returning vacant and foreclosed property back to active and productive use throughout the region. The CCLBA is overseen by a 17-member governing board.

**About this Request:** CCLBA will hold real property, which may include vacant lots, single family homes, multifamily residential property, commercial properties, industrial properties, or other real estate. During the time that the property is under the care and control of the CCLBA, the CCLBA will be responsible for maintaining the property according to local codes / ordinances. CCLBA will contract for services from qualified firms, which can include for-profit and non-profit organizations. This opportunity will relate to vacant land properties owned by CCLBA. All contracts will be procured according to the Cook County Land Bank Authority procurement policy.

**Mandatory pre-submission meeting:**

**12:00 p.m. CDT on Thursday, April 25, 2024**

**69 W Washington St., 22nd Floor, Conference Room B, Chicago, IL 60602**

**Responses to be submitted in electronic format (Adobe PDF preferred) to:**  
[info@CookCountyLandBank.org](mailto:info@CookCountyLandBank.org)

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## 1) INSTRUCTIONS TO RESPONDENTS

### a) Definitions

- i) Respondent shall mean the individual or business submitting a Response to supply the services requested in the RFQ
- ii) Response shall mean the complete response submitted by the Respondent to provide the service, which constitutes an offer to contract with CCLBA at said terms and conditions
- iii) CCLBA shall mean the Cook County Land Bank Authority
- iv) Contract shall mean the agreement between the CCLBA and the Contractor
- v) Contractor shall mean the individual or business entity submitting a Response and with whom CCLBA will Contract
- vi) Chief Procurement Officer shall mean the Executive Director of the Cook County Land Bank Authority unless otherwise specified

### b) Content of Responses

A complete Response will consist of:

- i) Table of Contents: the Table of Contents will identify, at a minimum, all Response items listed below and page numbers. The Table of Contents should help in navigating the Response by providing associated page numbers for each Response element.
- ii) Cover Letter: the Cover Letter should not exceed two pages in length. The letter should be signed by an authorized representative of the Respondent. The letter should indicate the Respondent understands the Scope of Services and outline the Respondent's experience and unique expertise to complete the described work for the CCLBA. The letter should confirm the Respondent's commitment to provide the services at the price and schedule posted.
- iii) Statement of Qualifications: provide a statement of qualifications, which should include:
  - a brief description of the company
    - Management / Officers,
    - years in business,
    - number of employees,
  - the services provided (refer to Section 4a for required / additional services),
  - the service areas covered (or preferred) – CCLBA owns property throughout Cook County,
  - estimated maximum number of properties for which the Respondent can provide the scope of work and reporting requirements outlined in Sections 4a-4c below,
  - sample service reports / photographs for a minimum of three (3) different properties showing completed services of one (1) or more of the standard services identified Section 4a. The report / photographs should show before and after completion of the services.

- iv) Key Employee(s): identify the key employee(s) who will be responsible for the day-to-day management of the Contract, if awarded, including the employee(s) responsible for day-to-day communications, notice to start/cancel services, field supervision, service reporting / property portal management, bidding for additional services, and billing / invoicing. Provide a brief description of the respective employee(s)' history with the Respondent, experience working on similar assignments, preferred phone number, and preferred e-mail address. If available, please also provide an Organization Chart that will identify the organizational relationship of the employees that will be working on the Contract.
- v) Plan of Action: provide a narrative on how the Respondent plans to meet the scope of work, scheduling, and reporting requirements outlined in Sections 4a-4c below. Explain how the Respondent will provide flexible, cost-effective, coordinated delivery of Services.
- vi) References: provide a list of professional references for whom the Respondent has or is providing landscape maintenance services. Include the name of the contact person, name of the company or firm, as well as a telephone number and email address for the contact. Please provide at least three (3) references for services performed within the last twelve (12) months.
- vii) Financials: provide financial statements for the Respondent's most recent three (3) years of operations as evidence of the Respondent's financial capacity to perform under a contract of this size, scale, and complexity. If three (3) years of financials are unavailable due to the Respondent being a recently formed entity, please include an explanation of the Respondent's plan to carry overhead and labor costs required to perform under the Contract.
- viii) Legal actions: provide a list of any active or pending litigation in which the Respondent is a party and include a brief description of the reason for legal action. If no legal actions are ongoing or pending, include a statement / section in the Response which states "Legal Actions – None."
- ix) Conflicts of interest: complete the attached Conflict Disclosure Form and submit it with the Response. Failure to reveal any potential conflict of interest at the time of Response may represent a breach of contract, subject to appropriate penalties. The form can be found at:  
<https://www.cookcountylanbank.org/resources/bid-documents/>
- x) MBE/WBE/VBE/SDVBE status: provide a statement concerning whether or not the Respondent is a MBE/WBE or a VBE/SDVBE as defined in Sec. 34-263 and Sec. 34-229, respectively, of the Cook County Code of Ordinances. If the Respondent is claiming any of the aforementioned statuses, supporting documentation must be submitted for verification purposes. If the Respondent has obtained any certifications for these statuses from the City of Chicago, County of Cook, or State of Illinois, please provide current copies of the certificates.
- xi) Business license(s): provide a current copy of any business licenses held by the Respondent.

- xii) Certificate of Good Standing: provide a current copy of the Respondent's Certificate of Good Standing from the Illinois Secretary of State's office showing the Respondent is in compliance with the State of Illinois Business Services Department. A Certificate of Good Standing will not apply to those Respondents operating as Sole Proprietors. If operating as a Sole Proprietor, please include a statement / section in the Response which states "Certificate of Good Standing Not Applicable due to Sole Proprietorship."
- xiii) Certificate of insurance: provide a copy of the Respondent's current certificate of insurance.
- xiv) Economic disclosures: provide fully completed, signed (where needed) and notarized (where needed) copies of the Economic Disclosure forms referenced in Section 6 below.

Please include the name of Respondent on all documents contained in the Response.

### **c) Respondent Warrantees**

The submission of a Response shall constitute a warranty that (1) Respondent has carefully and thoroughly reviewed the RFQ and exercised all need for guidance or clarification of any terms and conditions expressed by CCLBA; (2) Respondent and all staff intended to work on this Contract are skilled and experienced in the type of services called for in this RFQ; (3) Respondent is not currently in arrears to Cook County, nor has defaulted on any past contract with Cook County or the CCLBA; and, (4) neither the Respondent nor any of its employees, agents, suppliers, or subcontractors have relied on any verbal representations from the CCLBA or its employees, contractors, or directors. Failure of Respondent to fully acquaint themselves with the amount of work involved to properly perform under the Contract will not be a basis for requesting extra compensation after the award of a Contract.

### **d) Submission of Responses and Significant Dates**

Mandatory pre-submission meeting:

*12:00 p.m. CDT on Thursday, April 25, 2024*

*69 W Washington St., 22<sup>nd</sup> Floor, Conference Room B, Chicago, IL 60602*

Complete Response submissions will be accepted beginning:

*8:00 a.m. CDT on Monday, April 29, 2024*

Deadline for submissions is:

*4:00 p.m. CDT on Monday, May 13, 2024*

Evaluations of submitted Responses are anticipated to be completed with notification sent to all Respondents by:

*4:00 p.m. CDT on Monday, June 3, 2024*



If CCLBA deems a Respondent as Qualified, issuance of a Contract is subject to approval by the Cook County Land Bank Authority Board of Directors. Contract recommendations will be submitted for approval at the June 21, 2024 CCLBA Board Meeting.

Significant Dates Summary:

Mandatory Pre-submission Meeting:	12:00 p.m. CDT on April 25, 2024
Response Submissions Accepted Starting:	8:00 a.m. CDT on April 29, 2024
Deadline for Response Submissions:	4:00 p.m. CDT on May 13, 2024
Deadline for Notice on Response Submissions:	4:00 p.m. CDT on June 3, 2024
CCLBA Board Approval for Recommended Contracts:	June 21, 2024

Responses shall be submitted in electronic format (Adobe PDF preferred) to: [info@cookcountylandbank.org](mailto:info@cookcountylandbank.org).

**Incomplete Responses will not be accepted, nor will Responses from Respondents who did not attend the pre-submission meeting. CCLBA reserves the right to reject any and all Submissions.**

**e) Modification of Responses**

Respondents may withdraw Responses at any time. No modifications will be accepted on Responses submitted. However, a Respondent may withdraw a Response and resubmit a new Response prior to the submission deadline.

**f) Acceptance of Responses**

Responses shall be submitted in electronic format (Adobe PDF preferred) to: [info@cookcountylandbank.org](mailto:info@cookcountylandbank.org).

Incomplete Responses will not be accepted, nor will Responses from Respondents who did not attend the pre-submission meeting.

The CCLBA reserves the right to reject any or all submissions, extend the submission period, re-advertise for submissions, or take any other such actions that may be deemed to be in the best interests of the CCLBA.

**g) Evaluation of Responses**

An evaluation committee comprised of the CCLBA personnel will evaluate all complete Responses in accordance with the evaluation criteria detailed below.

1. The Response will be assessed for completeness. Incomplete Responses will be rejected.

2. The Response will be reviewed for potential disqualifiers, including but not limited to:
  - Outstanding legal actions
  - Conflicts of interest
  - Economic Disclosure issues
  - Non-local business
3. The Response will be evaluated for content including:
  - Statement of Qualifications (Weighted 50% – considered critical)
  - Plan of Action (Weighted 20% – considered important)
  - Key Employees (Weighted 15% – considered important)
  - Financials (Weighted 10% – considered relative)
  - References (Weighted 5% – considered relative)

The Evaluation Committee, or their designee, may, but is not required to, conduct one or more formal presentations, team interviews, or clarification sessions with any or all Respondents, in order to fully understand and evaluate the Responses.

#### **h) Notices**

All communications concerning this RFQ must be presented in writing via email. Reference the RFQ title in the subject line. Questions should be directed to: [info@cookcountylandbank.org](mailto:info@cookcountylandbank.org)

#### **i) Cooperation with the Inspector General**

Persons or businesses seeking contracts from the CCLBA are required to abide by all applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

***END OF SECTION***



## **2) COUNTY ORDINANCE REQUIREMENTS**

All procurements are subject to the following requirements as set forth in the Cook County Code of Ordinances.

### **a) Living Wage**

All CCLBA procurements shall comply with the requirements set forth in Section 34-160 (Living Wage) of the Cook County Code of Ordinances.

### **b) Prevailing Wage**

All CCLBA procurements shall comply with Sec. 34-161 (Prevailing Wage) of the Cook County Code of Ordinances.

### **c) Federal Prevailing Wage**

As provided in Section 34-162 (Federal Prevailing Wage) of the Cook County Code of Ordinances, if a procurement will be paid using federal funds, and if such federal funding requires compliance with the Davis-Bacon Act (40 U.S.C 276a-276a-7), then the Contract shall contain provisions requiring that the Contractor and any subcontractors shall pay the Federal Prevailing Wage.

### **d) Prevailing Wages for Covered Services**

Not less than the prevailing rate of wages shall be paid and prevailing working conditions shall be provided to any laborer, worker and mechanic providing janitorial cleaning services, window cleaning services, elevator operator and starter services, and security services under a contract, in accordance with Section 34-163 of the Cook County Code of Ordinances.

### **e) Recycled Products**

All CCLBA procurements shall comply with Section 34-215 through Section 34-222 (Recycled Products) of the Cook County Code of Ordinances. In applying such provisions, the term "County" shall mean "CCLBA" and the term "CPO" shall mean "Executive Director."



**f) Predatory Lenders**

All CCLBA procurements shall comply with Section 2-407 (Predatory Lender Ordinance) of the Cook County Code of Ordinances. Each Proposal or Response submitted by a financial institution shall contain the certification set forth in Section 34-192 (Predatory lenders) of the Cook County Code of Ordinances.

**g) Percentage of Work of Public Works Projects to be Performed by County Residents.**

For any Public Works Contract having an estimated contract price of \$100,000.00 or more, where not otherwise prohibited by Federal or State law, at least 50 percent of the total hours worked on the site by employees of the Contractor and subcontractors shall be performed by residents of the County in compliance with Section 34-190 of the Cook County Code of Ordinances.

**h) Re-Entry Employment Proposal Incentive.**

All Public Works Contracts with an estimated Proposal Price of \$100,000.00 or more shall include the Proposal Incentive Provision established in the Cook Re-Entry Employment Proposal Incentive Ordinance as set forth in Section 34-231 through Section 34-235 of the Cook County Code of Ordinances.

**i) Compliance with Child Support Orders**

All CCLBA procurements shall comply with Sec. 34-366 through 34-370 (Child Support Payments) of the Cook County Code of Ordinances.

**j) Minority and Women Owned Business Enterprises**

All CCLBA procurements shall comply with Sec. 34-260 through Sec. 34-300 (Cook County Minority and Women Owned Business Enterprise) of the Cook County Code of Ordinances; provided however, that the Executive Director shall have the duties and responsibilities imposed upon the County's Chief Procurement Officer and the Contract Compliance Officer; and that the Board shall have the powers and duties of the County Board.

**k) Local Business Preference**

As provided in Section 34-230 of the Cook County Code of Ordinances, the Chief Procurement Officer shall recommend award of the Contract to the lowest responsible and responsive Proposer which is a local business, so long as the Proposal of such Proposer does not exceed the Proposal of the lowest responsible and responsive Proposer by more than five percent (5%).



**I) Veteran's Preferences and Incentives**

All CCLBA procurements shall comply with Sec. 34-236 through Sec. 34-238 (Veterans Preference and Incentives) of the Cook County Code of Ordinances.

***END OF SECTION***

### **3) GENERAL CONDITIONS**

If a Respondent is deemed qualified to perform the requested services on behalf of CCLBA, the Respondent must agree to the following General Conditions, which will be part of the Contract between CCLBA and the Respondent. Some conditions may not be particularly relevant for the services to be performed. The final Contract may contain additional conditions.

#### **a) Subcontracting or Assignment of Contracts**

Once awarded, the Contract may not be subcontracted or assigned without prior written authorization of the CCLBA. Any unauthorized subcontracting or assignment shall render the Contract null and void.

#### **b) Indemnification**

The Contractor agrees to indemnify and save harmless the CCLBA and its directors, consultants, employees, agents and representatives, and their respective heirs, successors, and assigns, from and against any and all costs, expenses, attorneys' fees, losses, damages, and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Contractor, or the acts and omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of the Contractor.

#### **c) Payment**

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Contract documents. No payment shall be made without such invoices having been submitted in the proper form approved by the CCLBA.

#### **d) Prepaid Fees**

In the event the Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any service or contract good to be provided pursuant to the Contract, Contractor shall refund to the CCLBA, on a prorated basis to the effective date of termination, all amounts prepaid for such service or contract good not actually provided as a result of the termination. The refund shall be made within fourteen (14) calendar days of the effective date of the termination.

#### **e) Price Reduction**

If at any time after the Contract award, the Contractor makes a price reduction in the price of any goods covered by the Contract, the equivalent price reduction based on similar quantities and/or considerations shall apply to the Contract for the duration of the contract period.

**f) Disputes**

The Chief Procurement Officer of Cook County Land Bank Authority shall have final authority to resolve any disputes. Any dispute may be presented to the Chief Procurement Officer in writing, specifying the nature of the dispute and the relevant section of the Contract. The Chief Procurement Office will conduct a review and execute a decision in writing and mail or otherwise furnish a copy to the Contractor and to the disputing party, if different from the Contractor. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity.

Notwithstanding a dispute, the Contractor shall continue to discharge all its obligations, duties, and responsibilities set forth in the Contract during any dispute resolution proceeding, unless otherwise agreed to by CCLBA in writing.

**g) Modifications and Amendments**

Modifications and amendments may be made to the Contract, provided such modifications and amendments are approved in writing by the Chief Procurement Officer.

**h) Default**

Contractor shall be in default hereunder in the event of a material breach by Contractor of any term or condition of the Contract, where Contractor has failed to cure such breach within fourteen (14) calendar days after written notice of breach is given to Contractor by CCLBA, setting forth the nature of such breach. A material breach of the Contract by the Contractor includes, but is not limited to, the following:

- (1) Failure to begin performance under the Contract within the specified time;
- (2) Failure to perform under the Contract with sufficient personnel, equipment, or materials to ensure completion of said performance within the specified time or failure to assign qualified personnel to ensure completion within the specified time;
- (3) Performance of the Contract in an unsatisfactory manner;
- (4) Refusal to reperform services deemed to be defective or unsuitable;
- (5) Discontinuance of performance of Contractor's obligations under the Contract or the impairment of reasonable progress of performance;
- (6) Becoming insolvent, being declared bankrupt, or committing any act of bankruptcy or insolvency;
- (7) An assignment of the Contract for the benefit of creditors;
- (8) Any cause which impairs performance in an acceptable manner;
- (9) Any other material breach of any term or condition of the Contract.



CCLBA shall be in default hereunder if any material breach of the Contract by CCLBA occurs, which is not cured by CCLBA within forty-five (45) calendar days after written notice of breach has been given by the Contractor to CCLBA, setting forth the nature of the breach.

**i) Cook County Land Bank Authority Remedies**

If the Contractor fails to remedy a material breach during the fourteen (14) calendar day cure period set forth in the Contract, CCLBA shall have the right to terminate the Contract, provided however, that CCLBA shall give the Contractor written notice of its intent to terminate. Following notice to the Contractor, CCLBA reserves the right to withhold payments owed to the Contractor until such time as the Contractor has cured the breach, which is the subject matter of the notice. In addition, CCLBA shall have the rights to pursue all remedies available in law or equity.

**j) Contractor's Remedies**

If CCLBA has been notified of breach and fails to remedy the breach during the forty- five (45) calendar day cure period set forth in the Contract, the Contractor shall have the right to terminate the Contract, provided however, the Contractor shall give CCLBA thirty (30) calendar days prior written notice of termination. Contractor shall have the rights to pursue all remedies available in law or equity. The Contractor's damages shall be limited to provable damages not to exceed the value of the Contract as awarded by the CCLBA. Contractor shall not disrupt the operation or repossess any component thereof.

**k) Delays**

Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of the Contract.

**l) Patents, Copyrights, and Licenses**

Contractor warrants that any software, licenses, programs, work product, intellectual property, equipment, hardware or part or use thereof is provided to CCLBA legally and without infringement on any patent, copyright, or license or any other intellectual property right. Contractor shall agree to hold harmless and indemnify the CCLBA at its own expense against any suit or proceeding brought against the CCLBA based on a claim that the ownership or use of said items or any part thereof constitutes a violation or infringement of rights belonging to a party other than the Contractor.

**m) Compliance with Laws**

Respondent / Contractor shall at all times observe and comply with the laws, ordinances, regulations, and codes of the Federal, State, County, and other local governments which may in any manner affect the preparation of the Response or the performance of the Contract. Respondent / Contractor shall also comply with by the rules and procedures approved and adopted by the CCLBA and the Cook County Land Bank Ordinance, which can be found on the CCLBA website [www.cookcountylandbank.org](http://www.cookcountylandbank.org).

**n) Termination for Convenience**

CCLBA may terminate the Contract, or any portion of it, at any time by notice in writing to the Contractor.

**o) Guarantees and Warrantees**

All guarantees and warrantees required shall be furnished by the Contractor and shall be delivered to CCLBA before final voucher on the Contract is issued. The Contractor agrees that the contract goods or services to be furnished shall be covered by the most favorable commercial warrantees the Contractor gives to any customer for the same or substantially similar contract goods or service and that the rights and remedies so provided are in addition to and do not limit any rights afforded to the CCLBA.

**p) Standard of Contract Goods**

Only new, originally manufactured, contract goods will be acceptable to CCLBA. CCLBA will not accept any contract goods that have been refurbished, rebuilt, restored, or renovated in any way, nor will it accept experimental contract goods. Contract goods not produced by regular production methods and/or which have not been offered for sale to the public through accepted industry trade channels for a reasonable period of time prior to the offering of the Response will be considered experimental.

**q) Confidentiality and Ownership of Documents**

Contractor acknowledges and agrees that information regarding the Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Contractor in any way, whether during the term of the Contract or any time thereafter, except solely as required in the course of Contractor's performance of services hereunder. Contractor shall comply with the applicable privacy laws and regulations affecting CCLBA and will not disclose any of CCLBA's records, materials, or other data to any third party. Contractor shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from the CCLBA without prior approval of CCLBA. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to the CCLBA free of charge.



All documents, data, studies, reports, work product or product created as a result of the performance of service(s) shall be the property of CCLBA. It shall be a breach of the Contract for the Contractor to reproduce or use, any documents, data, studies, reports, work product, or product obtained from the CCLBA or created hereby for its own purposes or to be copied and used by any third party. During the performance of the service(s) herein provided for, the Contractor shall be responsible for any loss or damage to the documents herein enumerated while they are in Contractor's possession, and any such document lost or damaged shall be restored at the expense of the Contractor.

**r) Audit: Examination of Records**

Contractor agrees that the CCLBA auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, cancelled checks, bank statements, purveyor's and other invoices, and records of the Contractor related to the Contract, or to Contractor's compliance with any term, condition, or provision thereof. The Contractor shall be responsible for establishing and maintaining records to sufficiently document the costs associated with performance under the terms of this Contract.

Contractor further agrees that it shall include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the CCLBA auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the subcontract, have access and the right to examine any books, documents, papers, cancelled checks, bank statements, purveyor's and other invoices, and records of such subcontractor involving transactions related to the subcontract, or to such subcontractor's compliance with any term, condition, or provision thereunder or of the Contract.

In the event the Contractor receives payment under the Contract which is later determined by the CCLBA to be unwarranted, the Contractor shall promptly refund the unjustified amount to the CCLBA on request, or at the CCLBA's option, the CCLBA may credit the disallowed amount from the next payment due or to become due to the Contractor under any Contract with the CCLBA.

**s) Entire Contract**

It is expressly agreed that the provisions set forth in the Contract constitute all of the understandings and agreements between the parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in the Contract are of no force and effect.



**t) Force Majeure**

Neither Contractor nor CCLBA shall be liable for failing to fulfill any obligation under the Contract if such failure is caused by an event beyond such party's reasonable control and which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, tornadoes, floods, epidemics, or riots.

***END OF SECTION***

#### 4) SPECIAL CONDITIONS

##### a) Scope

The standard assignment will have the following obligations:

##### 1) LANDSCAPING

- Property must be serviced from street to alley
- Grass cuts and weed whacking / trimming must be completed every visit during the growing season
- If a fence exists, fence lines must be maintained so there is no overgrowth on CCLBA's property
- Mowers should be set at an appropriate height to maintain municipal standards between visits
- During periods of heavy growth, excessive clippings should be removed as needed
- If applicable, bushes / hedges must always be maintained to prevent obstruction to sidewalks / walkways
- Leaf / minor branch debris should be removed as needed
- Wayward saplings / trees must be pulled or cut
- *Any citations or fines assessed to CCLBA for failure to maintain landscaping to municipal regulations will be charged back to the Contractor*

##### 2) DEBRIS / TRASH REMOVAL

- Typical debris / trash must be picked up and removed at each service visit
- Up to one (1) thirty-three (33) gallon "contractor" type trash bag (approximately 0.163 cubic yards) per property should be considered a standard amount of debris
- Contractor must notify CCLBA of excessive debris (i.e. over the amount stated above or fly-dumping) and/or illegally parked vehicles within twenty-four (24) hours of discovery
- *Any citations or fines assessed to CCLBA due to failure of Contractor to notify CCLBA of excessive debris or illegally parked vehicles will be charged back to the Contractor*

##### 3) SNOW REMOVAL / ICE CONTROL

- All public walkways must be cleared of snow or deiced within forty-eight (48) hours of the end of the weather event
- Sufficient salt / ice melt must be placed on all public walkways to prevent ice build-up

##### 4) PROOF OF SERVICE

- Contractor must provide proof of service via date stamped photos
- Proof of service must be submitted for each property serviced after each service visit
- Photos must show before and after servicing
- Contractor should submit a photographic depiction of the entire property, including at least one photo of the property from the curb and one from the alley / rear lot line

- Any changes in property condition or service issues must be photographed with notice given to CCLBA within twenty-four (24) hours of discovery
- Proof of service must be uploaded to CCLBA's property portal no later than ten (10) calendar days from the service date
- *Failure to upload proof of service in the specified time period will result in a proportionate billing deduction*

Additional services may be required and will be bid out as needed, including but not limited to:

- Tree trimming / removal
- Initial property clean-ups
- Weed control
- Fly-dumping / excessive debris removal
- Fence install / repair
- Snow plowing
- Parking lot sweeping

**b) Service schedule**

- From March 1<sup>st</sup> through November 30<sup>th</sup>, each property is to be serviced two (2) to three (3) times per month, with no less than seven (7) calendar days and no more than fifteen (15) calendar days between service dates
- Snow removal should be performed after any snow event of two (2) inches or more
- Salting / deicing should be completed as needed
- If there is no sidewalk at the property that will require snow removal or deicing, service will pause starting December 1<sup>st</sup> and resume on March 1<sup>st</sup> unless otherwise requested by CCLBA

**c) Reporting requirements**

Contractors are expected to have the ability to upload proof of service to CCLBA's online property portal. Access will be granted to all Respondents who are awarded a Service Contract.

Proof of service must be uploaded to CCLBA's online property portal within ten (10) calendar days of the service visit or completed special assignment.

Failure to upload proof of service in the specified time period will result in a proportionate payment deduction to the monthly billing.

As previously mentioned above, proof of service must include the following items:

- Date Stamped Photos
- Photos of the property before and after servicing
- Exterior photos must include at least one photo of both the front of the property from the curb and rear of the property from the alley / lot line
- Any changes in condition must be photographed

Notification of any significant changes in property condition or conditions that prevent proper servicing must be given to CCLBA within twenty-four (24) hours of discovery.

\*\*\*Any citations or fines assessed to CCLBA for Contractor’s failure to notify CCLBA of abnormal property conditions will be charged back to the Contractor.\*\*\*

**d) Value of the Contract:**

Standard services will be billed and paid on a per assignment basis according to the following price schedule:

Property Size	Landscaping	Snow Removal / Deicing
Up to 5,000 SF	\$50 / Service Visit	\$30 / Occurrence
5,001 to 10,000 SF	\$75 / Service Visit	\$40 / Occurrence
10,001 SF to 15,000 SF	\$100 / Service Visit	\$50 / Occurrence
Over 15,000 SF	As Quoted	As Quoted

Inches of snowfall	Pricing
2” – 6”	Standard Rate
7” – 12”	1.5 x Standard Rate
13” – 18”	2 x Standard Rate
19” – 24”	2.5 x Standard Rate

Property sizes will be based upon information available through the Cook County Assessor’s website. If no size information is listed for the property, pricing will be determined at the mutual agreement of CCLBA and the Contractor using the measurement tool on the CookViewer website. If a property is comprised of multiple contiguous PINs, pricing will be based upon the aggregate total of lot sizes.

Additional services, if needed, will be bid out and paid as quoted by Contractor and approved by CCLBA.

*Any citations or fines assessed to CCLBA for Contractor’s failure to maintain landscaping to municipal regulations or notify CCLBA of abnormal property conditions will be charged back to the Contractor.*



*Failure to upload proof of service in the specified time period will result in a proportionate deduction.*

**e) Method for Payment**

Services will be billed and paid on a monthly basis. Contractor will send a monthly summary statement to CCLBA via e-mail and/or mailed hard copy. The summary should include the individual service addresses, monthly billing amounts for each address, and an aggregate of all billings for the month.

**f) Contract Period**

Contracts will be reviewed and renewed on an annual basis. Renewal is not guaranteed. Renewal will be dependent on the Contractor's performance during the previous contract period(s).

**g) Delivery Cost**

Contractor shall be responsible for the cost of all deliveries to CCLBA for services and materials provided under this Contract.

***END OF SECTION***

## 5) INSURANCE REQUIREMENTS

The Contractor, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of the Contract the insurance specified below. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under the Contract. The Contractor shall require all Subcontractors to provide the insurance required in the Contract, or Contractor may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Contractor except paragraph (d) Excess/Umbrella Liability or unless specified otherwise.

The Cook County Land Bank Authority maintains the right to modify, delete, alter or change these requirements.

### Coverages

#### (a) Workers Compensation Insurance

Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction.

The Workers Compensation policy shall also include the following provisions:

Employers' Liability coverage with a limit of  
\$1,000,000 each Accident  
\$1,000,000 each Employee  
\$1,000,000 Policy Limit for Disease

#### (b) Commercial General Liability Insurance

The Commercial General Liability shall be on an occurrence form basis (ISO Form CG 0001 or equivalent) to cover bodily injury, personal injury and property damage.

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Completed Operations Aggregate	\$2,000,000

The General Liability policy shall include the following coverages:

- (1) All premises and operations;
- (2) Contractual Liability;
- (3) Products/Completed Operations;
- (4) Severability of interest/separation of insureds clause

#### (c) Commercial Automobile Liability Insurance

When any vehicles are used in the performance of the Contract, Contractor shall secure Automobile Liability Insurance for bodily injury and property damage arising from the ownership, maintenance or use of owned, hired and non-owned vehicles with a limit no less than \$1,000,000 per accident.

(d) **Excess/Umbrella Liability**

Such policy shall be excess over Commercial General Liability, Automobile Liability, and Employer's Liability with limits not less than the following amounts:

Each Occurrence: \$1,000,000

(e) **Professional Liability (Errors & Omissions)**

The Contractor shall secure insurance appropriate to the Contractor's profession covering all claims arising out of the performance or nonperformance of professional services for the County under the Contract. This insurance shall remain in force for the life of the Contractor's obligations under the Contract and shall have a limit of liability of not less than \$1,000,000 per claim.

If any such policy is written on a claims-made form:

- (1) The retroactive coverage date shall be no later than the effective date of this contract.
- (2) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date on or before the Contract effective date, the Contractor must maintain "extended reporting" coverage for a minimum of three (3) year after completion of services.

(f) **Builder's Risk (Course of Construction)**

The Contractor shall secure insurance appropriate to protect the interests of CCLBA, Cook County and the Contractor covering property under construction as well as equipment and materials to be installed. If the project does not involve new or major reconstruction, an Installation Floater may be acceptable.

Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form must include limits equal to the completed value of the project and no coinsurance penalty provisions. The Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name Cook County Land Bank Authority and Cook County as a loss payee as their interests may appear.

**Additional requirements**

(a) **Additional Insured**

The required insurance policies, with the exception of Workers Compensation and Errors & Omissions, shall name Cook County Land Bank Authority, Cook County, its officials, employees and agents as additional insureds with respect to operations performed on a primary and non-contributory basis. Any insurance or self-insurance maintained by Cook County Land Bank Authority and/or Cook County shall be excess of the Contractor's insurance and shall not contribute with it. The full policy limits and scope of protection shall apply to Cook County Land Bank Authority and Cook County as an additional insured even if they exceed the minimum insurance requirements specified herein.

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon consent of the Cook County Land Bank Authority. The insurance limits required herein may be satisfied by a combination of primary, umbrella and/or excess liability insurance policies.

(b) **Insurance Notices**

The Contractor shall provide the Cook County Land Bank Authority with thirty (30) days advance written notice in the event any required insurance will be cancelled, materially reduced or non-renewed. The Contractor shall secure replacement coverage to comply with the stated insurance requirements and provide new certificates of insurance to the Cook County Land Bank Authority.

Prior to the date on which the Contractor commences performance of its part of the work, the Contractor shall furnish to the Cook County Land Bank Authority certificates of insurance maintained by Contractor. The receipt of any certificate of insurance does not constitute a contract by the Cook County Land Bank Authority that the insurance requirements have been fully met or that the insurance policies indicated on the certificate of insurance are in compliance with insurance required above.

In no event shall any failure of the Cook County Land Bank Authority to receive certificates of insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of the Contractor's obligations to obtain insurance pursuant to these insurance requirements.

(c) **Waiver of Subrogation Endorsements**

All insurance policies must contain a Waiver of Subrogation Endorsement in favor of the Cook County Land Bank Authority and Cook County.

***END OF SECTION***



## **6) ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENTS**

Respondent must complete and return the "Economic Disclosure Statement & Forms" found in the web link below along with their Response. In the event that further clarification is required on any of the information provided, CCLBA reserves the right to make any necessary inquiry with a Respondent for such purpose. Such inquiry, if made, may include a deadline by which time any necessary clarifying information must be submitted.

In addition to the instructions given in the EDS forms, please note the following:

1. Some responses have been prefilled by CCLBA, please leave those responses as already completed.
2. You do not need to send a completed copy of the "Familial Relationship Disclosure" to the Cook County Board of Ethics. If a Contract is awarded to your organization, CCLBA will forward any documents as needed.
3. You may disregard the last page of the EDS packet: Section 6, "Cook County Signature Page."
4. The Document Index (page 1 of the EDS packet) as well as Section 1 (EDS-i and EDS-ii; pages 2-3) and Section 6 (EDS-16; page 19) do not need to be returned as part of the Response.
5. *All documents under Sections 2-5 must be included in your Response fully completed, signed (where required) and notarized (where required) in order to have a compliant Response.*

The EDS Packet can be found under the heading for this RFQ at:

<https://www.cookcountylandbank.org/resources/bid-documents/>

**END OF SECTION**